RECORD OF PROCEEDINGS

GOVERNMENT FORMS & SUPPLIES 844-224-3338 FORM NO. 10148

Held _____ 20 _____

The Regular meeting of the Auburn Township Board of Trustees was called to order at 7:39 p.m. by Chairman, Michael S. Troyan. All Trustees were present.

The Pledge of Allegiance was led by Carl Schnieder.

Motion by Michael S. Troyan seconded by Eugene T. McCune Jr. to approve the minutes of the Regular Meeting of the Board of Trustees on January 22, 2024. VOTE: McCune Jr., yes; Cavanagh, yes, Troyan, yes. The motion passed.

REPORTS:

Frank Kitko, Zoning Inspector, submitted a zoning report reflecting 5 applications processed in the month of January resulting in 5 permits being issued. There are two (2) variance cases to be presented to the BZA on February 13th. The meeting will be held at the Adam Hall Community Center at 7:00pm. Mr. Kitko explained some of the issues with the landscaping case on Messenger Road. He also spoke about the issues with the proposed coffee shop at the corners.

Mr. Kitko advised that we keep the current zoning application fee schedule, however, it may have to be modified as we are looking into the possibility of requiring food trucks to pull yearly permits.

Emerick P. Gordon, Township Highway Superintendent, gave the following report for January:

- The month saw 17 weather events that required plowing and or salting. A total of 810 tons of deicing materials were used. This brings the monthly average to 628 tons. Currently we have ~ 940 tons of road salt in our dome.
- Cold patching was done on various roads and will continue, weather permitting, until the asphalt plants open.
- Two downed trees from previous storms were cleared from communication wires on Snow Rd. Several areas still have the remnants of downed trees in the right of way, and these will be chipped in the spring.
- The Geauga County Dept. on Aging has provided us with the proposed publication for review for Senior Trash Pickup. The days again will be the Thursday and Friday prior to Auburn Township's large item trash day which are May 30th & 31st. A cap of 100 stops has been set and seniors who aren't on the list may still bring their items to Auburn's large item trash event.

Eugene T. McCune Jr. acknowledged 2024 dues paid to Chagrin River Watershed Partners in the amount of $1,303.00.

Patrick J. Cavanagh spoke to multiple estimates received for heater replacements in the service garage. The best quote came from Stankus Heating for low intensity infrared heaters, 200,000 BTU's, natural gas, for $4,000.00 each.

Motion by Patrick J. Cavanagh to replace two of the four heaters in the service garage. No one seconded; motion dropped. Discussion ensued and Michael Troyan and Eugene McCune Jr. agreed to revisit when we get a quote to replace all 4 heaters.

The Assistant Prosecutor is researching sponsorship of Cub Scouts and Boy Scouts.

Dan Matsko, Deputy Fiscal Officer, submitted a Fiscal Officer Report, Bank Reconciliation Report and a Payment Report listing warrants 12-2024 through 20-2024 and 8178 through 8198 for a total of $64,135.14.

Mr. Matsko discovered a typo error in the 1/08/24 meeting minutes approved on 1/22/24 to Emerick Gordon's hourly wage which should be $33.27 per hour not $33.26.

GOVERNMENT FORMS & SUPPLIES 844-224-3338 FORM NO. 10148

Held _____ 20 _____

NEW BUSINESS:

Michael S. Troyan reported he asked Nancy to see what other Geauga Townships have adopted the proposed marijuana resolution. He presented quotes from PennOhio for dumpster rentals for upcoming events.

Motion by Michael S. Troyan seconded by Patrick J. Cavanagh to contract with PennOhio Corporation to furnish one 10yd dumpsters for 2024 Roadside Litter Clean-Up Event for a per haul charge of $315.00 with a 2-ton minimum of $69.50. VOTE: McCune Jr., yes; Cavanagh, yes; Troyan, yes. The motion passed.

Motion by Patrick J. Cavanagh seconded by Eugene T. McCune Jr. to contract with PennOhio Corporation to furnish one 80yd and two 40yd dumpsters for 2024 Spring Clean Up Events at a delivery cost of $95.00ea. and a per haul charge of $395.00, $395.00 and $1200.00 for the tires. VOTE: McCune Jr., yes; Cavanagh, yes; Troyan, yes. The motion passed.

Trustee Troyan noted Auburn Township has been awarded $13,761.00 from NOPEC'S Energizing Community Grant.

Motion by Michael S. Troyan seconded by Patrick J. Cavanagh to adopt Resolution 2024-01 Authorizing all actions necessary to accept Northeast Ohio Public Energy Council (NOPEC) 2024 Energized Community Grant. VOTE: McCune Jr., yes; Cavanagh, yes; Troyan, yes. The motion passed.

The Trustees discussed franchise fees received.

Motion by Michael S. Troyan seconded by Eugene T. McCune to move the franchise fees received from Altice USA in the amount of $1,432.26 to the Land Acquisition and Improvement Fund. VOTE: McCune Jr., yes; Cavanagh, yes; Troyan, yes. The motion passed.

GUESTS:

Keith Blaser was present from the AVFD and requested the Board of Trustees appoint two representatives to serve a 1- year term on the 2024 Volunteer Firefighters' Dependents Fund Board.

Motion by Patrick J. Cavanagh seconded by Eugene T. McCune Jr. to appoint Patrick J. Cavanagh to serve as Chairman and appoint Eugene T. McCune Jr. to serve as Vice Chairman of the 2024 Volunteer Firefighters' Dependents Fund Board. VOTE: McCune Jr., yes; Cavanagh, yes; Troyan, yes. The motion passed.

This will constitute an official meeting of the 2024 Volunteer Firefighters' Dependents Fund Board with the following members: Patrick J. Cavanagh, Chairman (elected by legislative authority), Eugene T. McCune Jr. Vice Chairman (elected by legislative authority), Keith Blaser, Secretary (elected by Fire Department), Jeff Stanczyk, (elected by Fire Department) and Carl Schneider (elected by other 4 members). Keith Blaser will submit an application online.

Motion by Michael S. Troyan seconded by Eugene T. McCune Jr. adopt the 2023 Zoning Application Fee Schedule without changes for 2024. VOTE: McCune Jr., yes; Cavanagh, yes; Troyan, yes. The motion passed.

ADJOURNMENT:

Motion by Eugene T. McCune Jr. seconded by Michael S. Troyan to adjourn the meeting. VOTE: Troyan, yes; McCune, yes; Cavanagh, yes. The motion passed. The meeting was adjourned at 8:13 p.m.

RECORD OF PROCEEDINGS

Minutes of AUBURN TOWNSHIP BOARD OF TRUSTEE REGULAR Meeting

GOVERNMENT FORMS & SUPPLIES 844-224-3338 FORM NO. 10148

Held _____ 20 _____

ADJOURNMENT (continued):

Daniel J. Matsko, Deputy Fiscal Officer

Patrick J. Cavanagh, Chairman

Eugene T. McCune Jr., Trustee

Michael S. Troyan, Trustee

2-19-24

Date

AUBURN TOWNSHIP

BOARD OF TRUSTEES MEETING AGENDA
Monday, February 5, 2024

CALL TO ORDER -7:30 PM
- Michael S. Troyan, Trustee Chairman

PLEDGE OF ALLEGIANCE

GUEST:

MINUTE APPROVAL:
- Regular Meeting – January 22, 2024

SCHEDULED REPORTS:
- Frank Kitko, Zoning Inspector
- Emerick Gordon, Highway Superintendent

TRUSTEE & FISCAL OFFICER REPORTS:
- Eugene T. McCune Jr.
- Patrick J. Cavanagh, Vice Chairman
- Daniel J. Matsko, Fiscal Officer

OLD BUSINESS:
- Correspondence from Prosecutor James Flaiz & proposed Resolution

NEW BUSINESS:
- Amend motion from Organizational Meeting (01-08-20245) to reflect Emerick Gordon's pay as $33.27 per hour NOT $33.26 per hour.
- Quote received / PennOhio / Spring Clean-Up
- Quote received / PennOhio/ Tire recycle program.
- Quotes received for service garage heaters.
- Resolution 2024-01 authorizing all actions necessary to accept Northeast Ohio Public Energy Council NOPEC 2024 Energized Community Grant. ($13,761.00)
- Franchise Fees received / Altice USA dba Optimum / $1,432.26



Sunday, FEBRUARY 25th 8:00– 12:30 @ AVFD

Hosted by Auburn Boy Scout Troop #101

AUBURN TOWNSHIP

Auburn Township Board of Trustees
Meeting Attendance Sheet

FEB 05 2024

AUBURN TOWNSHIP

Please Sign In

	Print Name	Resident	Non-Resident
1.	CARL SCHNEIDER	✓	
2.	Deb Standley	✓	
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			

Payment Listing

1/23/2024 to 2/5/2024

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
12-2024	01/25/2024	01/25/2024	CH	AHOLA CORPORATION	$32,230.86	C
13-2024	01/23/2024	01/27/2024	CH	MIDDLEFIELD BANKING COMPANY	$30.00	C
14-2024	01/30/2024	01/27/2024	CH	OHIO DEFFERRED COMPENSATION	$1,330.00	C
15-2024	01/29/2024	01/30/2024	CH	BESTCO HARTFORD	$3,291.90	C
16-2024	01/31/2024	02/01/2024	CH	BURNHAM & FLOWER	$1,786.46	C
17-2024	01/31/2024	02/01/2024	CH	MIDDLEFIELD BANKING COMPANY	$25.00	C
18-2024	02/01/2024	02/03/2024	CH	PUBLIC EMPLOYEES RETIREMENT SYSTE	$13,990.34	O
19-2024	02/02/2024	02/03/2024	CH	SUN LIFE FINANCIAL	$233.59	O
20-2024	02/02/2024	02/03/2024	CH	BURNHAM & FLOWER	$214.00	O
8178	02/05/2024	02/05/2024	AW	WINDSTREAM WESTERN RESERVE INC.	$198.84	O
8179	02/05/2024	02/05/2024	AW	OHIO EDISON	$23.67	O
8180	02/05/2024	02/05/2024	AW	JOHN SZOKA	$349.40	O
8181	02/05/2024	02/05/2024	AW	TRIVISTA-OHIO	$144.04	O
8182	02/05/2024	02/05/2024	AW	ULLMAN OIL CO,	$150.70	O
8183	02/05/2024	02/05/2024	AW	CCM RENTAL	$795.00	O
8184	02/05/2024	02/05/2024	AW	WEISKOPF INDUSTRIES CORP.	$741.56	O
8185	02/05/2024	02/05/2024	AW	21st Century Media-Ohio	$146.55	O
8186	02/05/2024	02/05/2024	AW	DAVID BALLENTINE	$175.00	O
8187	02/05/2024	02/05/2024	AW	WINDSTREAM WESTERN RESERVE INC.	$107.83	O
8188	02/05/2024	02/05/2024	AW	WEX BANK	$2,956.53	O
8189	02/05/2024	02/05/2024	AW	DOMINION EAST OHIO	$2,503.11	O
8190	02/05/2024	02/05/2024	AW	WASTE MANAGEMENT WESTERN RESER\	$364.56	O
8191	02/05/2024	02/05/2024	AW	GEAUGA COUNTY DEPT OF WATER RESO	$151.34	O
8192	02/05/2024	02/05/2024	AW	WINDSTREAM WESTERN RESERVE INC.	$113.46	O
8193	02/05/2024	02/05/2024	AW	ARIS	$133.50	O
8194	02/05/2024	02/05/2024	AW	CHAGRIN RIVER WATERSHED PARTNERS	$1,303.00	O
8195	02/05/2024	02/05/2024	AW	GEAUGA COUNTY MAPLE LEAF	$50.40	O
8196	02/05/2024	02/05/2024	AW	SUNRISE SPRINGS WATER COMPANY	$289.00	O
8197	02/05/2024	02/05/2024	AW	OREILLY EQUIPMENT	$70.50	O
8198	02/05/2024	02/05/2024	AW	MATTHEW BLOWERS	$235.00	O
				Total Payments:	$64,135.14	
				Total Conversion Vouchers:	$0.00	
				Total Less Conversion Vouchers:	$64,135.14	

Type: AM - Accounting Manual Warrant, AW - Accounting Warrant, IM - Investment Manual Warrant, IW - Investment Warrant, PM - Payroll Manual Warrant, PR - Payroll Warrant, RW - Reduction of Receipt Warrant, SW - Skipped Warrant, WH - Withholding Warrant, WM - Withholding Manual, WS - Special Warrant, CH - Electronic Payment Advice, IL - Investment Loss, EP - Payroll EFT Voucher, CV - Payroll Conversion Voucher, SV - Payroll Special Voucher, EW - Withholding Voucher, POS ADJ - Positive Adjustment, NEG ADJ - Negative Adjustment, POS REAL - Positive Reallocation, NEG REAL - Negative Reallocation

Status: O - Outstanding, C - Cleared, V - Voided, B - Batch

* Asterisked amounts are not included in report totals. These transactions occurred outside the reported date range but are listed for reference.

Dan Matzko
2-5-24

Bank Reconciliation

Reconciled Date 1/31/2024

Posted 2/2/2024 2:02:35 PM

Prior UAN Balance:		$1,794,916.72
Receipts:	+	$114,671.91
Payments:	-	$128,222.14
Adjustments:	+	$196.61
Current UAN Balance as of 01/31/2024:		$1,781,563.10
Other Adjusting Factors:	+	$0.00
Adjusted UAN Balance as of 01/31/2024:		$1,781,563.10
Entered Bank Balances as of 01/31/2024:		$1,791,381.61
Deposits in Transit:	+	$0.00
Outstanding Payments:	-	$9,818.51
Outstanding Adjustments:	+	$0.00
Other Adjusting Factors:	+	$0.00
Adjusted Bank Balances as of 01/31/2024:		$1,781,563.10

Balances Reconciled

Dan Mathews
2-5-24

Outstanding Payments

Reconciled Date 1/31/2024

Posted 2/2/2024 2:02:35 PM

Account	Type	Payment #	Post Date	Vendor / Payee	Amount
PRIMARY	Electronic	11-2024	01/22/2024	VISA	$581.71
PRIMARY	Warrant	8034	10/16/2023	GREG FEDELE	$300.00
PRIMARY	Warrant	8135	12/18/2023	AURORA CARPET CLEANING	$7,964.80
PRIMARY	Warrant	8139	01/08/2024	HELENE'S CUISINE	$300.00
PRIMARY	Warrant	8164	01/22/2024	CUB SCOUT PACK 3102	$300.00
PRIMARY	Warrant	8173	01/22/2024	AUBURN TOWNSHIP CUB SCOUTS	$372.00
					$9,818.51

FISCAL OFFICER REPORT FEBRUARY 5, 2024

PAYMENT LISTING

• 9 ELECTRONIC PAYMENTS PROCESSED:	$ 53,132.15
• 21 WARRANTS PROCESSED:	$ 11,002.99
TOTAL:	$ 64,135.14

BANK RECONCILIATION AS OF JAN 31, 2024

• PRIMARY CHECKING ACCOUNT BALANCE:	$ 627,287.32
• STAR OHIO BALANCE:	$ 1,164,094.29
TOTAL:	$ 1,791,381.61

For the record. The 1/8/24 minutes approved on 1/22/24 requires a correction to Emerick Gordon hourly wage due to a typo error. Rate should be $33.27 per hour not $33.26. I went back to view the video and confirmed $33.27 was voted upon and approved.

Invoice from Weiskopf Industries. Shop supplies cost seems high plus $63.87 freight charge. Asked Mike Ludwig if he could compare similar product and prices with Amazon or another vendor.

Dan Matzko
2-5-24

AUBURN TWP ZONING REPORT

JANUARY 2024

	Ja	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Agr/Other Exmptions	1												1
Amendment													
Billboard													
Commercial Additions													
Comm Fence													
Comm New													
Comm Remodel													
Comm Sign													
Comm Sub Lease,													
Use Change													
Culvert/Ditching													
Dev Plan Review													
Denial	1												1
Duplex													
Ind Addition, Exist.Use													
Ind Use Change, SubLease													
Ind Fences													
Ind Remodeling													
Ind New Structure													
Ind Non-Res. Permitted													
Ind Sign													
Lake													
Land Use Plan, Dev activities													
Pond													
Res Acc Bldg Under 200													
Res Acc Bldg Over 200 sf	1												1
Res Addition													
Res Deck													
Res Fences													
Res Interior Completion													
Res Other													
Res Patios													
Res Remodel													
Res Signs													
Res Signs Temp													
Res Signs Temp Bldg Const	1												1
Res Signs S/D													
Single Family Dwelling	1												1
Swim Pool Above Ground													
Swim Pool In Ground													
Transient Vendor													
Variance/Cond Use/													
Voided Receipts/Copies/Other													
TOTAL ISSUED PROCESSED	5												5

WEISKOPF INDUSTRIES CORPORATION

(800) 321-9473

"...for all your wiping cloth & maintenance supply needs."

Invoice

Date	Invoice #
1/24/2024	179283

P.O. Box 24390
Cleveland, OH 44124

Bill To	Ship To
Auburn Township 11010 E. Washington St. Chagrin Falls, OH 44023 JAN 30 2024 AUBURN TOWNSHIP	Auburn Township Attn: Road Dept 11010 E. Washington St. Auburn Township, OH 44023

P.O. Number	Terms	Rep	Ship	Via	F.O.B.
Mike Ludwig	Net 30	999	1/17/2024	Action	PPD/ADD

Quantity	Item Code	Description	U/M	Price Each	Amount
1	912	Glass Cleaner	CS	60.00	60.00
1	BAL8574GM	Lens Cleaning Tissues	BX	24.17	24.17
2	CRW9673L	Nitrile Gloves Gray/Black L	DZ	49.22	98.44
2	CRW9673XL	Nitrile Gloves Gray/Black, XL	DZ	49.22	98.44
3	WIC2107L	Nitrile Gloves, L	BX	23.00	69.00
3	WIC2107XL	Nitrile Gloves, XL	BX	23.00	69.00
1	WIC05702	Hvy Wt Qtr Fold	CS	118.60	118.60
1	88422	Scrub-In-A-Bucket	CS	119.00	119.00
1	MMM8200	Respirator Mask	BX	21.04	21.04
1	Freight	Freight		63.87	63.87

Payments made with Debit/Credit Card subject to a 3% Convenience Fee.

Total	$741.56

Matt Blowers
Auburn Township, OH 44023

TOTAL DUE: $ 235.00

FOR: HALL REPRESENTATIVE @ $15.00 per hour

EVENT DATE	CHARGE	Hours
01/25/24 – Geauga Soil & Water	60.00	4
	60.00	**← TOTAL**

For: Hall Cleaning @ $175.00 per event

EVENT DATE	AMOUNT	
01/25/24 – Geauga Soil & Water	**$175.00**	
	175.00	**← TOTAL**

Matt Blowers
Auburn Township, OH 44023

TOTAL DUE: $ 235.00

FOR: HALL REPRESENTATIVE @ $15.00 per hour

EVENT DATE	CHARGE	Hours
01/25/24 – Geauga Soil & Water	60.00	4
	60.00	← **TOTAL**

For: Hall Cleaning @ $175.00 per event

EVENT DATE	AMOUNT	
01/25/24 – Geauga Soil & Water	**$175.00**	
	175.00	← **TOTAL**

PennOhio Corporation

Waste Processing & Equipment
4813 Woodman Ave
Ashtabula, Ohio 44004
Phone (440) 645-8313
Fax (440) 992-9462

PROPOSAL SUBMITTED TO: Auburn Township- 2024 Spring Clean Up
Thank you for the opportunity to present our full-service refuse collection services.

We at PennOhio are committed to providing the finest quality service available.
With confidence in our ability to serve you, we recommend the following:

☒EQUIPMENT/SERVICE SPECIFICATIONS

Qty	Cubic Yard	Pricing
4	40yd Roll Off -Refuse	$95.00 Delivery / $395.00 Per Haul $69.50p/t
1	80yd Roll Off -Metal	$95.00 Delivery / $395.00 Per Haul (Reimbursement)
1	40yd Roll Off – Passenger tires off rim	$95.00 Delivery / $1200.00 Per Haul $295.00p/t

SPECIAL INSTRUCTIONS:

All proceeds from metal to be reimbursed back to Auburn Township
Environmental Fee and Fuel Surcharge will apply

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED.

AUBURN TOWNSHIP

(AUTHORIZED SIGNATURE)
DATE 01/05/24 TITLE TRUSTEE

PENNOHIO

(AUTHORIZED SIGNATURE)
DATE _____ TITLE_____

PennOhio Corporation

Waste Processing & Equipment
4813 Woodman Ave
Ashtabula, Ohio 44004
Phone (440) 645-8313
Fax (440) 992-9462

PROPOSAL SUBMITTED TO: Auburn Township 2024 – Roadside Cleanup
Thank you for the opportunity to present our full-service refuse collection services.

We at PennOhio are committed to providing the finest quality service available.
With confidence in our ability to serve you, we recommend the following:

☒EQUIPMENT/SERVICE SPECIFICATIONS

Qty	Cubic Yard	Pricing
1	10yd Roll Off	$315.00 Haul / $69.50 -2 ton minimum

SPECIAL INSTRUCTIONS:
Fuel Surcharge & Environmental fee will apply.

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED.

AUBURN TOWNSHIP

(AUTHORIZED SIGNATURE)
DATE 01/05/24 TITLE TRUSTEE

PENNOHIO

(AUTHORIZED SIGNATURE)
DATE _____ TITLE_____

NOPEC 2024 ENERGIZED COMMUNITY

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into by and between NOPEC, Inc. ("Grantor"), and **AUBURN TOWNSHIP, GEAUGA** County, Ohio ("Grantee"; "Grantor" and "Grantee," the "Parties") regarding a grant by Grantor to Grantee to be used primarily for energy efficiency or energy infrastructure updates in accordance with NOPEC Energized 2024 Community Grant criteria, guidelines and requirements ("NOPEC Policy").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

1. **Grant of Funds**. Grantor hereby grants a NOPEC Energized 2024 Community Grant ("NEC Grant") to Grantee in the amount calculated by Grantor based on the number of natural gas and/or electric accounts served by Grantor in Grantee in accordance with NOPEC Policy in the amount determined by Grantor ("Funds"), for the purposes set forth in Grantee's Grant Disbursement Request, as amended, and incorporated by reference into this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by Grantor for qualified use as outlined in the program policies. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. All completed disbursement request form for qualified use in accordance with the program policies must be submitted by November 30, 2026. If Grantee does not request disbursements by Grantor on or before such date, Grantee shall forfeit any unused Funds for the NOPEC 2024 Grant year.

3. **Accounting of Funds.** Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner in which all public funds are kept by Grantee in accordance with applicable law.

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2024, and shall expire on December 31, 2024, and shall be automatically renewed annually unless Grantor discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein, or Grantor requires a new Grant Agreement from Grantee.

5. **Renewable Energy Credits.** Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the work completed using grant funding. Grantor reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify Grantor if Grantee does not wish to trade or sell any such credits or assets.

6. **Records, Access and Maintenance.** Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to Grantor all of its records with respect to matters covered by this Agreement, and for Grantor to audit, examine and make copies from such records. Grantee agrees

to share and release all of its utility and other data with NOPEC, Inc. and Northeast Ohio Public Energy Council and its consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as Grantor shall require.

7. **Property and Equipment Purchases.** All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.

8. **Inability to Perform.** In the event that Grantee does not or cannot complete or perform its obligations under this Agreement, Grantee shall immediately notify Grantor in writing. Grantor, with the approval of the Committee formed to award NEC Grants (the "Committee"), and Grantee shall jointly identify amendments or suitable uses that meet NOPEC Policy.

9. **Dispute Resolution.** In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to Grantor, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee, and non-appealable.

10. **Termination.**

(a) If Grantor determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, Grantor, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty-day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.

(b) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council ("NOPEC" or "Northeast Ohio Public Energy Council") member whose residents are receiving service from Northeast Ohio Public Energy Council's natural gas or electric aggregation program, and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council's natural gas or electric aggregation program.

11. **Effects of Termination.**

(a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of Grantor.

(b) The Committee also may withhold any payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from its electric or natural gas aggregation program(s) or is otherwise not a member in good standing of the Northeast Ohio Public Energy Council, Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the

Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

12. **Liability.** Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement, Grantee agrees to defend Grantor and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

13. **Compliance with Laws.** Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the funding. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

14. **Miscellaneous.**

(a) Governing Law. The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.

(b) Entire Agreement. This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

(c) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(d) Notices. All notices, consents, demands, requests and other communications which may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:

In case of Grantor, to:
Charles W. Keiper, II
President
NOPEC, Inc.
31360 Solon Road
Suite 33
Solon, OH 44139

In case of Grantee, to:
(This individual will be the designated grant representative working in the grant website)

Title:_____
Name: _____
_____
_____, Ohio _____

(e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the funding uses and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

(f) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(g) Assignment. Neither this Agreement nor any rights, duties or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of Grantor.

(h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement.

(i) Determinations by Grantor Final. All determinations as to eligibility of any uses of an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by Grantor and its Committee, which shall be final, conclusive and binding upon Grantee.

(j) Designation of Grantee Representative. Grantee hereby designates its [Fiscal Officer or other position] to take all actions with respect to the NEC Grant and this Agreement as may be required and Grantor shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.

(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and Northeast Ohio Public Energy Council to use information about Grantee's grant(s) and work funded in any marketing they may conduct, and agrees to cooperate with Grantor in connection with such marketing.

[*Signature Page to Follow.*]

IN WITNESS WHEREOF, the Parties hereto have executed this Grant Agreement on the last date set forth below.

GRANTEE:	**GRANTOR:**
AUBURN TOWNSHIP, Ohio	**NOPEC, INC.**
Individual Authorized by Grantee's Legislation to accept- see Section I:	
By: _____	By: _____
Michael S. Troyan, Board Chairman	Title: _____
Date: February 5, 2024,	Date: _____

[Signature page to NOPEC 2023 Energized Community Grant Agreement.]

NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC)
ENERGIZED COMMUNITY GRANT PROGRAM
(2024 NEC GRANT(S))

AUBURN TOWNSHIP RESOLUTION 2024-01

A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) 2024 ENERGIZED COMMUNITY GRANT

WHEREAS, the Township of **AUBURN**, Ohio (the "GRANTEE") is a member of the Northeast Ohio Public Energy Council ("NOPEC") and is eligible for one or more NOPEC Energized Community Grant(s) for 2024 ("NEC Grant(s)") as provided for in the NEC Grant Program guidelines; and

WHEREAS, the GRANTEE wishes to enter into a Grant Agreement with NOPEC, Inc. in substantially the form presented to this Board of Trustees to receive one or more NEC Grant(s); and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF **AUBURN TOWNSHIP, COUNTY OF GEAUGA, AND STATE OF OHIO**, THAT:

SECTION 1. This Board of Trustees of the GRANTEE (the "Board") finds and determines that it is in the best interest of the GRANTEE to enter into the Grant Agreement to accept the NEC Grant(s) for 2024 and authorizes the **Chairman of the Board of Trustees** to execute the Grant Agreement to accept the NEC Grant(s) funds.

SECTION 2. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 3. This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the GRANTEE; wherefore, this Resolution shall be in full force and effect immediately upon its adoption and approval by the Chairman of the Board of Trustees of the GRANTEE.

Submitted to the Board for Approval on this 5th day of February 2024.

Auburn Township Board of Trustees

Michael S. Troyan,
Chairman of the Board

DATE ADOPTED: February 5, 2024

ATTEST:

I, Daniel J. Matsko, as Fiscal Officer of the Board of Trustees of Auburn Township, County of Geauga, State of Ohio, do hereby certify that the foregoing is a true and correct copy of Resolution No. 2024-01 adopted by the Board of Trustees of said Township on the 5th day of February, 2024.

Daniel J. Matsko, Auburn Fiscal Officer